



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 12, 2019


United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION**

In re:

HVI Cat Canyon, Inc.,
Debtor.

Chapter 11

Case No. 19-32857-hdh11

**BRIDGE ORDER APPROVING AMENDED CASH COLLATERAL BUDGET
AND PERMITTING CERTAIN CONSENSUAL AMENDMENTS TO THE
CASH COLLATERAL BUDGET**

This Bridge Order Approving Amended Cash Collateral Budget and Permitting Certain Consensual Amendments to the Cash Collateral Budget is entered with respect of the following facts:

Whereas, on August 14, 2019 the Bankruptcy Court for the Southern District of New York entered the *Interim Order Granting Debtor's Motion Pursuant to 11 U.S.C. §§ 105, 361, 362 and*

363 Approving Use of Cash Collateral, Providing Adequate Protection and Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001 (ECF No. 43) (the “Interim Cash Collateral Order”).¹

Whereas, on August 28, 2019, the Bankruptcy Court for the Southern District of New York entered the *Order Permitting Certain Consensual Amendments to the Cash Collateral Budget* (ECF No. 105) (the “Bridge Order”).

Whereas, the Interim Cash Collateral Order authorized use of Cash Collateral pending a hearing on the Debtor’s motion to use Cash Collateral scheduled for hearing on September 5 - 6, 2019.

Whereas on August 28, 2019, the Bankruptcy Court for the Southern District of New York entered the *Order Transferring Venue to United States Bankruptcy Court for the Northern District of Texas* (ECF No. 106).

Whereas, the Bridge Order authorized a two-week extension to the Cash Collateral Budget by written agreement, if needed. The parties² agreed to an amended Cash Collateral Budget through the hearing on the Debtor’s motion to use Cash Collateral in this Court scheduled for September 18 - 19, 2019. The parties³ notified this Court that they agreed to an amended Cash Collateral Budget, attached hereto as **Exhibit A**.

Whereas, at the September 10, 2019 hearing, this Court announced its intention to transfer this case to the Central District of California, Northern (Santa Barbara) Division (the “Santa Barbara Court”). Secured Lender UBS requested in open court an order permitting the parties to agree to further amendment of the Cash Collateral Budget to permit orderly transfer to the Santa Barbara Court.

¹ Capitalized terms not otherwise defined herein are ascribed the meaning provided in the Interim Cash Collateral Order.

² Not including Harry E. Hagen, as Treasurer-Tax Collector for the County of Santa Barbara.

³ Not including Harry E. Hagen, as Treasurer-Tax Collector for the County of Santa Barbara.

IT IS HEREBY ORDERED:

1. The amended Cash Collateral Budget, attached hereto as **Exhibit A**, is approved through September 19, 2019.

2. The Debtor and Secured Lender UBS may, but are not required to, by written agreement amend the Cash Collateral Budget to extend the date through which Cash Collateral may be used and to increase the amount of Cash Collateral that may be used thereunder; *provided, however*, that any amendment to the Cash Collateral Budget made pursuant to the authority set forth in this Order shall be subject to the following conditions and limitations:

(a) any such amendment shall require the consent of the Official Committee of Unsecured Creditors;

(b) any such amendment shall not alter the nature and types of payments that were authorized under this Court's prior orders; and

(c) any such amendment that extends the time period covered by the Cash Collateral Budget by more than two additional weeks shall require the consent of Harry E. Hagen, as Treasurer-Tax Collector of the County of Santa Barbara, California.

The foregoing conditions and limitations are intended to apply only to consensual changes to the Cash Collateral Budget that are made pursuant to the authority of this Order. They are without prejudice to any party's right to seek relief in the Santa Barbara Court, or to any party's right to object to such relief, or to any further Order that may be issued by the Santa Barbara Court.

2. Upon entry of a written amendment in compliance with the foregoing, the new agreed budget shall constitute the Cash Collateral Budget for all purposes under the Interim Cash Collateral Order.

3. Promptly following entry of any such amended Cash Collateral Budget, the Debtor shall promptly file notice of such in the Court in which this case is then pending, and provide notice

of such entry to all parties entitled to notice, including the United States Trustee in this District and the Central District of California, the Creditors Committee appointed in this case and Secured Lender UBS.

4. Upon transfer of this case to the Santa Barbara Court, the Debtor shall promptly inform the Santa Barbara Court and the United States Trustee for such district of the Interim Cash Collateral Order, the Bridge Order, and this Order.

5. This Order is expressly subject to the authority of the Santa Barbara Court to terminate, or prospectively alter or expand the terms and usage of Cash Collateral.

6. Except as expressly set forth herein, nothing in this Order shall alter the Interim Cash Collateral Order or the Bridge Order, unless and until the Interim Cash Collateral Order is modified by the Santa Barbara Court or a final order is entered authorizing use of Cash Collateral.

END OF ORDER

Agreed as to form only:

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CALIFORNIA AND THE SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT**